

CLF 2009
THE CHALLENGE!

**at THE NAUTICA MALIBU TRIATHLON E-MAIL, Snail Mail, or FAX-IN
REGISTRATION FORM!**

*****YES! I absolutely want to commit to the CLF Challenge for Kids!*****

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

E-Mail: _____ Phone Number: () - _____

T-Shirt Size ___ S ___ M ___ L ___ XL

Gender: _____

I am going to: ___ Race ___ Bike ___ Cycle

Have you ever participated in a Triathlon before?

Yes!

Heck No: But I'm going to try my best!

___ YES, I (or my Team) absolutely pledge to commit to raising a minimum of \$2,000 for the Chiklis Challenge!

X _____

*Please note, each TEAM MEMBER must sign up to register individually for the CLF Challenge, THROUGH the Nautica Malibu Triathlon, and pay the registration fee.

My other Teammates names are:

_____ Cyclist ___ Swimmer ___ Runner

_____ Cyclist ___ Swimmer ___ Runner

TEAM NAME: (if decided.) Make it Good!

Team _____

PAYMENT INFORMATION:

Credit Card Type: ___ VISA ___ Mastercard ___ AMEX

Credit Card Number: _____

Exp. Date: _____

X _____

Signature

FOR MAILING IN CHECKS OR MONEY ORDERS:

-Please make

the Registration Fee Check to: Nautica Malibu Triathlon

Please mail your check or money order for \$150 per Individual, or \$180 per

Team to:

The Children's Lifesaving Foundation

1112 Montana Avenue-Ste 534

Santa Monica, CA- 90403

*OR: E-mail this form back (with Digital Signatures & Credit Card Information) to:
info@childrenslifesaving.org , or FAX to: (310)-451-7818

***PLEASE READ, SIGN & MAIL-IN NAUTICA MALIBU TRIATHLON WAIVER, BELOW! THANK YOU!**
YOU ARE ALL SET TO RACE!

NAUTICA MALIBU TRIATHLON WAIVER:

YOU *MUST* READ THE FOLLOWING CAREFULLY, AND SIGN BELOW, and INCLUDE IN YOUR MAIL-IN REGISTRATION, OR FAX or E-MAIL. THANK YOU!

"READ THIS DOCUMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by affixing my signature below and that these statements are being accepted by USA Triathlon (hereinafter "USAT") in consideration for (i) allowing me to become a member of USAT, (ii) issuing me a single event license or permit, and/or (iii) permitting me to participate in any USAT sanctioned event; and I further understand and acknowledge that my statements are being relied upon by race sponsors, organizers, administrators, volunteers and other parties defined below as the "Released Parties." 1. I acknowledge that a triathlon, duathlon, or other multisport event (hereinafter "Event") is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event which I elect to enter. I have no physical or medical condition which would endanger myself or others if I participate in any Event, or would interfere with my ability to safely participate in any Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with any Event. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after any Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and/or motor skills. I assume full responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE USAT, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), volunteers, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and noneconomic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from, any USAT sanctioned Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.

3. I acknowledge and ASSUME ALL OF THE RISKS and aspects of an Event. I acknowledge that running, bicycling, swimming and other portions of an Event are inherently dangerous and I understand that I will be participating in an

Event at my own risk, that I am responsible for the risk of participation in an Event, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in an Event. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, my breach or failure to abide by any of USAT's Competitive Rules, and my actions or inactions which cause injury or damage to any other person.

5. I AGREE to abide by the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I AGREE that prior to participating in an Event I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately

advise the Race Director. I FURTHER GRANT to Event organizers, USAT, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of an Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.

6. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver

Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.

7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions. "

I AGREE TO ALL OF THE ABOVE.

Signatures:

Individual Triathlete: _____ or:

TEAM SIGNATURES:

I Agree Initials: _____

Swimmer: _____

I Agree Initials: _____

Cyclist: _____

I Agree Initials: _____

Runner: _____

I Agree Initials: _____